

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 01/28/2000		4. REQUISITION/PURCHASE REQ. NO. 6-0-92-22-FE-A01		5. PROJECT NO. (If applicable)	
6. ISSUED BY INTERNAL REVENUE SERVICE Southeast Procurement Branch (M:P:R:SE) 2888 Woodcock Blvd, Suite 300 (Stop 80N) Chamblee, GA 30341 Linda B. Bender 404-338-9210		CODE irs0010		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Vendor ID: 00049740 *TO ALL OFFERORS* * * * DC 00000				(X) X		9A. AMENDMENT OF SOLICITATION NO. TIRSE-00-R-00002	
						9B. DATED (SEE ITEM 11) 05/26/1999	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 4 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

OMB CONTROL NO. 1505-0081

Amendment No. 002 to Solicitation No. TIRSE-00-R-00002 is hereby issued to incorporate various solicitation changes, provide technical and administrative information, and extend the due date for receipt of offers. Refer to Continuation pages 2 through 4.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

- A. Revisions are hereby made to the solicitation document, as listed below in A.1 through A.7:

A.1 Closing Date for Receipt of Offers:

The hour and date specified for receipt of Offers is **extended to 12:00 noon EST, February 11, 2000.**

A.2 Item K.7, Small Business Program Representations (May 1999)

Items K.7(a)(1), and (2) are revised to add the following SIC code and small business size standard to read as follows:

*"(a)(1) The standard industrial classification (SIC) code for this acquisition is 7349.
(2) The small business size standard is \$12 M."*

A.3 Item L.12.1, General Instructions

(i) Item L.12.1 (3) is revised to delete the reference to ISO 9000 registration documentation. Item (3) is changed to read as follows:

"Volume I shall consist of the offeror's technical proposal. Volume I shall not exceed fifty (50)pages. The page limitation does not include table of contents, dividers, resumes, Quality Manual, active/completed contracts list, and paragraph L.12.2.1.4 safety data. Pages in excess of fifty will be removed from the proposal without being evaluated. No material may be incorporated by reference."

(ii) Item L.12.1 (4) is revised to include an exception to the 12-point font size requirement. The exception applies to text within graphics only. The following exception is added to Item (4):

"Exception to 12-point font size: A smaller size type font, no less than 10-point, is acceptable within graphics (e.g., figures, tables, charts, etc.)."

A.4 Item L.12.2.1.1, Section I - Management:

Offerors are requested to describe their management approach for each of the primary service areas separately.

Item L.12.2.1.1 (1) is revised to add the following instruction:

"Offeror's approach for each of the primary service areas outlined in Section C is to be addressed separately. Primary areas include Operations, Maintenance, and Repair of buildings and structures, including the TEP and Sewage Treatment Plant; Grounds care; Solid waste handling and disposal; Custodial services; Pest control services; and, Snow and ice removal."

A.5 Item L.12.2.2.2, Specific

Item L.12.2.2.2 is revised to delete the last paragraph of this item. Completed Representation and Certifications (Section K) are to be included in Volume III of the offeror's proposal. Refer to L.12.2.3 for Volume III proposal preparation instruction.

Delete the following from L.12.2.2.2 in its entirety:

"In Volume II - Price Proposal marked "Original," submit one completed copy of the Representations and Certifications [and any other forms/submissions]."

A.6 Item I.89, 52.219-23, Notice of Price Evaluation Adjustments for Small Disadvantage Business Concerns (Oct 1999)

FAR Clause 52.219-23 is revised to add the evaluation adjustment factor. Paragraph (b) of the clause is changed to read as follows:

"(b) Evaluation adjustment. (1) The contracting Officer will evaluate offers by adding a factor of

- A.7 Item C.13.2.1.3, Time-and-Material/Labor Hour Priced Tasks.

Item C.13.2.1.3 is revised to delete the restriction for not allowing any "add-ons" to the price of material and subcontracts. Payment for work under this item will be made pursuant to FAR 52.232-7. The last paragraph of Item C.13.2.1.3 is changed to read as follows:

"Price of materials and subcontracts will be based upon the payment terms outlined in FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts."

- B. Attached for informational purposes only is a summary listing of Questions and Answers (Q&A). The purpose of the Q&A is to provide answers and clarifying information based upon questions received from prospective offerors. The Q&A is not to be interpreted as changing solicitation terms and conditions. Any such change will be set forth as a formal revision under item A above.

QUESTION/ANSWER SUMMARY

The following is a summary of questions and answers provided for informational purposes only.

Q.1 What (if any) 24-hour on-site employee categories must we provide? The solicitation does not specifically require any, but the site does have two oil/gas-fired 500HP boilers, which New York State/Suffolk County regulations require to be “manned” continuously. In conjunction with the IRS employee working hours, custodial effort definitely needs coverage on all 3 shifts, as does general building/systems O&M. Is this around-the-clock manning level up to the CFMS contractor’s discretion, as long as solicitation stipulations regarding response times and utility reliability are satisfied?

[IRS ANSWER: Yes. As the solicitation does not specify any minimum staffing requirements, the government expects the successful contractor will provide an individual plan based upon his analysis of the response times and reliability requirements of the specification.]

Q.2 Solicitation Page C-19, Section C.7.2.2, requires an Operations and Maintenance (O&M) Plan to be developed and submitted within 30 days after contract award and prior to contract start. Section C.7.3(i) allows the CFMS contractor 6 months after contract performance start to identify, report and/or correct existing deficiencies, and holds the “per repair” maximum under the fixed-price portion of the contract at \$2,500 vice the \$10,000 that will apply after the first 6 months. A more thorough and accurate O&M Plan could be developed concurrently with/following the condition/deficiency assessment. Will the IRS accept an “initial” version of the O&M Plan, that can then be revised following the condition/deficiency assessment?

[IRS ANSWER: Yes. In consideration of the long-term nature of the solicitation, the government expects that the plans in effect will be dynamic over the course of the contract and therefore subject to continuous adaptation to various changing conditions and operating requirements.]

Q.3 Re: C.7.5, TOTAL Energy Plant Power Generation and C.7.6, Critical Power Systems.

- (a) Each section indicates a penalty of \$45,000 per day, not to exceed \$500,000 per year if systems are not operational. Are these amounts calculated separately for each RFP section or does the \$45,000/\$500,000 represent a maximum potential penalty under both sections?
- (b) Is the emergency electrical system and RUPS switch gear automatic or manual?
- (c) How old is the switch gear?
- (d) Has the switch gear been updated, and if so when?
- (e) How many times has emergency power been required in each of the past five years?
- (f) In determining if the contractor is to be penalized for failure of a system, is the contractor responsible if the cause of failure is beyond his control, I.e., natural disaster, YAK failure, equipment maintained to manufacture specifications but still fails?

IRS ANSWER:

- (a) *There will be only one penalty of \$45,000/day-\$500,000/yr per failure if both systems go down simultaneously. The penalty is written into both sections because the TEP is an option IRS may or may not take.*
- (b) *TEP Generator is manual transfer ("Break Before Make"). RUPS is automatic.*
- (c) *TEP Switchgear 1971; RUPS Switchgear 1994.*
- (d) *TEP Switchgear modified for commercial power about 1984.*
- (e) *Other than the normal 24 hours a month for PM, and 5 days each summer for the energy demand program, emergency power was required only twice during the past 5 years for 30 days needed to replace transformers due to unique situations caused by transformer failure.*
- (f) *Contractor is not responsible for natural disaster/acts of God. Y2K is not applicable to the systems. Failure of equipment even though maintained to specifications is of course the contractor's responsibility.*

QUESTION/ANSWER SUMMARY

Q.4 Reference Section L.12.2.1.4, Paragraph 5 : "Provide copies of Bureau of Labor Statistics log and summary of Occupational Injuries and Illnesses (OSHA Form 200) for past 3 years. This information does not count toward the page limitation." Can offerors submit this information for contracts relevant to this solicitation only, as opposed to all Government contracts? Some offerors portfolios may contain numerous Government contracts that are not relevant to this contract.

[IRS ANSWER: Yes. Offerors can submit this information only for those contracts relevant to the solicitation.]

Q.5 Page C-1, Section C.1.2 states that the pricing method is structured so that the Government and the contractor have a shared responsibility for facilities condition and reliability and that the cost responsibility for the contractor is limited for major failures. A \$10,000 threshold is not very limiting. There could be a large number of \$10,000 (minimum) repairs necessary. Will the Government lower the repair threshold dollar amount to \$2,500 for the entire base period, and raise it incrementally during the first three options periods to the \$10,000 amount?

[IRS ANSWER: No, the thresholds in the solicitation will not be changed. The \$10,000 level is a standard that is in effect now in the incumbent contract. The incumbent contractor is responsible for maintaining equipment in proper operating condition until the CFM contract becomes effective. Therefore, the new CFM contractor should not encounter "a large number of \$10,000 (minimum) repairs."

The government considers the reduced fixed price responsibility level of \$2,500 for "repairs" (Item C.7.3) during the first six months, and the major renovation project where most of the equipment is included for replacement or upgrade, adequate to avoid undue risk for the CFM contractor.

The \$10,000 per job limitation for repair work gives the CFM contractor incentive to be pro-active; to identify and fix equipment before it fails. The Government expects the CFM contractor to identify and report valid maintenance requirements, before the equipment fails. By doing so, the contractor's liability is reduced. Please note that any "specific maintenance" task exceeding \$2500 is subject to being ordered as IDIQ work, in which case the contractor's liability is \$0. Refer to Item C.7.2.5.1, Specific Maintenance.]